

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

JAMES HAYDEN,)	
)	CASE NO. 1:17-cv-02635-CAB
Plaintiff,)	
)	JUDGE CHRISTOPHER A. BOYKO
v.)	
)	
2K GAMES, INC. et al.,)	
)	
Defendants.)	

**DEFENDANTS 2K GAMES, INC. AND TAKE-TWO
INTERACTIVE SOFTWARE, INC.'S INITIAL DISCLOSURES**

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendants and Counterclaimants 2K Games, Inc. and Take-Two Interactive Software, Inc. (collectively, “Take-Two”) make the following initial disclosures to Plaintiff James Hayden (“Hayden”) based on information reasonably available to Take-Two at this time. Continuing investigation and discovery may alter these disclosures.

By making these disclosures, Take-Two does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this lawsuit. Nor does Take-Two waive its right to object to production of any document or tangible thing disclosed on the basis of any privilege, the work product doctrine, relevancy, undue burden or any other valid objection. Rather, Take-Two’s disclosures represent a good faith effort to identify information it reasonably believes is discoverable and which may be used to support its claims or defenses as required by Rule 26(a)(1).

Finally, Take-Two’s disclosures are made without waiving or relinquishing in any way its right to object (1) on the grounds of competency, privilege, relevancy and materiality, hearsay, or any other proper ground, to the use of any such information, for any purpose, in

whole or in part, in any subsequent proceeding, in this action or any other action; and (2) on any and all grounds, at any time, to any other discovery request or proceeding involving or relating to the subject matter of these disclosures.

All of the following disclosures are made subject to the above objections and qualifications.

A. Individuals Likely To Have Discoverable Information Supporting Take-Two's Claims or Defenses

Pursuant to Rule 26(a)(1)(A)(i), Take-Two identifies the following individuals as likely having discoverable information that Take-Two may use to support its claims or defenses:

Name	Subjects of Information
Jeff Thomas	Take-Two's creation and development of its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games.
Jason Argent	Take-Two's advertising and marketing for its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games; Take-Two's revenue and expenses from its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games; Take-Two's right to use Hayden's asserted works.
Suite 601, LLC c/o LRMR Marketing 3800 Embassy Parkway Suite 360 Akron, OH 44333	The creation and use of Hayden's asserted works, and Take-Two's right to use them.
NBA Properties, Inc. 645 Fifth Avenue New York, NY 10022	The creation and use of Hayden's asserted works, and Take-Two's right to use them.
LeBron James Take-Two is willing to meet-and-confer regarding contact information.	The creation and use of Hayden's asserted works, and Take-Two's right to use them.

Name	Subjects of Information
Danny Green Take-Two is willing to meet-and-confer regarding contact information.	The creation and use of Hayden's asserted works, and Take-Two's right to use them.
Tristan Thompson Take-Two is willing to meet-and-confer regarding contact information.	The creation and use of Hayden's asserted works, and Take-Two's right to use them.
Jonny Hayden	The creation and use of Hayden's asserted works, and Take-Two's right to use them.

Take-Two does not authorize (a) any other party to contact or otherwise communicate with the individuals listed above or any of Take-Two's current or former employees or representatives who may have privileged or confidential information; or (b) any communications otherwise prohibited by all applicable rules of professional conduct. Any individual identified in this disclosure shall be contacted only through the undersigned attorneys.

B. Documents Supporting Take-Two's Claims or Defenses

Pursuant to Rule 26(a)(1)(A)(ii), Take-Two identifies the following categories of documents, which it may use to support their claims or defenses, to the extent such documents exist, are within Take-Two's possession, custody or control, and are not privileged. Copies of such documents will be produced by Take-Two's counsel at a time and place to be agreed upon among counsel. The production of documents by Take-Two is subject to the entry of an appropriate protective order.

Document Category
A copy of Take-Two's <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games.
Documents concerning Take-Two's creation and development of its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games.
Documents concerning Take-Two's advertising and marketing of its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games.
Documents concerning Take-Two's revenues and expenses related to its <i>NBA 2K16</i> , <i>NBA 2K17</i> , and <i>NBA 2K18</i> video games.
Documents concerning Take-Two's right to use Hayden's asserted works.
Documents pertaining to Take-Two's defenses, including its fair use, de minimis use, failure to state a claim, license, consent, waiver, estoppel, non-infringement, and lack of copyright registration.
Copies of correspondence between Take-Two and Hayden.

Such documents are located at Take-Two's offices in Novato, California or in the possession, custody or control of third parties to this action. Take-Two's document identification to date is based solely upon such information and documents that Take-Two has been able to discover thus far, as well as Take-Two's present analysis of the case, and shall not in any way be deemed to be a representation that additional documents do not exist.

Accordingly, Take-Two reserves the right to amend or supplement this disclosure pursuant to Rule 26(e) if additional documents are identified. Furthermore, Take-Two reserves the right to supplement or modify this disclosure based on information or documents subsequently identified as pertinent to disputed facts.

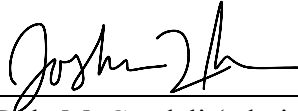
C. Categories of Damages Claimed by Take-Two

Take-Two is not seeking damages at this time. Take-Two, however, is seeking recovery of its reasonable attorneys' fees, costs, and other expenses in defending this action.

D. Insurance

Take-Two is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy the judgment.

Dated: May 15, 2018



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